

EXHIBIT B



June 21, 2012

Alyssa Barrie Reid
Department of Speech Communication, 230 Armstrong Hall
Minnesota State University Mankato
Mankato, MN 56001

Dear Alyssa,

I am pleased to offer you a position on the faculty of James Madison University in the School of Communication Studies. This offer is contingent on receipt of official transcript verification of the awarding of your MFA degree prior to the start date. The conditions of employment are as follows:

1. You will be appointed at the rank of Lecturer, effective August 25, 2012. This is a Renewable Term Appointment for an initial three-year term, but may be renewed for additional one-year terms as long as your work is satisfactory.
2. The ten-month appointment carries a salary of \$47,000.00 paid in twenty-four installments over a twelve month period.
3. The teaching load is three courses per semester, primarily in GCOM. Opportunities to teach other courses will be determined in consultation with the School Director and in light of your interests and School needs. You will be expected to perform satisfactorily in the area of teaching.
4. You will serve as Assistant Director of Individual Events (IE), assisting with coaching, tournament travel, and community outreach as agreed upon by you and Lee Mayfield, IE Director. You are expected to perform satisfactorily in the area of Individual Events.
5. The position carries with it service responsibilities including, but not limited to, student advising. You will be expected to perform satisfactorily in service.
6. All faculty positions at JMU include the expectation that faculty members will engage in activities related to "scholarly achievement and professional qualifications". You will be expected to perform satisfactorily in this area.
7. We will provide you with a computer and office.
8. You will be reimbursed up to \$2,000 in moving expenses. Do not make any moving arrangements without prior approval by me.
9. You will be eligible for benefits in accordance with the policies of James Madison University.
10. James Madison University policy states that you must be in this position for one year before you are eligible for a merit raise.

If you choose to accept this offer, please scan/email or fax a signed copy of this letter to me no later than Thursday, June 28, 2012, and place the hard copy in the mail to me at that time as well. If you have any questions, feel free to contact me at mazzarsr@jmu.edu or (540) 568-5633.

I am certain that you will have a very successful career at JMU, and we all hope you decide to join us.

Regards,

Sharon R. Mazzarella, Ph.D.
Professor and Director

Accept: _____

Date: 06/21/12

The School of
COMMUNICATION STUDIES

MSC 2106
54 Blountstown Drive
Harrisonburg, VA 22807
540.568.6228 Phone
540.568.6059 Fax
www.jmu.edu/commstudies



**JAMES MADISON UNIVERSITY - EMPLOYMENT AGREEMENT
INSTRUCTIONAL FACULTY MEMBER
RENEWABLE TERM APPOINTMENT**



THIS AGREEMENT is entered into between James Madison University ("JMU") and Alyssa Barrie Reid ("the faculty member"), for employment of the faculty member by JMU in the **Communication Studies Academic Unit** in the College of Arts & Letters. The faculty member is hereby employed as an untenured member of the faculty at JMU on a renewable term appointment. Therefore, according to the following terms and conditions, JMU agrees to employ the faculty member at JMU during the contract term. In return, the faculty member will perform assigned duties at JMU and will abide by the policies and procedures of JMU.

I. TERM

- 1.1. The period of this agreement shall run from **8/25/12** through **6/30/13**, unless it is renewed for subsequent terms as provided below.
- 1.2. This appointment is for an initial term of **one academic year** (an academic year, one calendar year, other specified term). The academic year begins two weeks prior to the first day of classes in the fall semester and ends two weeks following commencement in the spring semester. *[NOTE: end date must be no later than June 30. This contract is invalid if the initial term is for more than one year.]*

II. SPECIFICS OF APPOINTMENT

- 2.1. The faculty member's rank is **Lecturer** (instructor, lecturer, assistant professor, associate professor, or professor).
- 2.2. The faculty member's special appointment is (joint appointment, visiting faculty, scholar in residence). The terms of any such special appointment are set out in an appendix to the agreement, and are included herein by reference.
- 2.3. The faculty member is a full-time, benefits eligible employee. *[NOTE: for part-time faculty appointments do not use this form.]*

III. OBLIGATIONS OF JMU

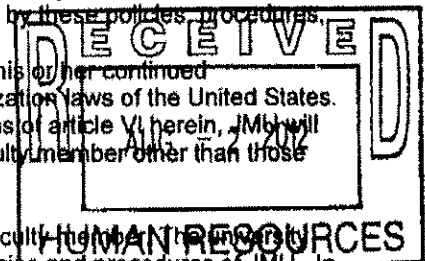
- 3.1. JMU will utilize the faculty member to provide faculty services in the **Communication Studies** academic unit. Duties will be at the discretion of JMU and will entail the faculty member performing regular faculty duties unless special assignments are attached to this agreement in an addendum. Duties and assignments may be changed from time to time at the discretion of JMU.
- 3.2. JMU will be responsible for providing the faculty member with an appropriate office, classroom, and other space, and other non-monetary support associated with his or her duties as a faculty member at JMU during the term of this agreement. Such support will be at the sole discretion of JMU. Any purchases made by JMU in support of the faculty member's assignment will remain the property of JMU and must be surrendered by the faculty member on termination of this agreement.
- 3.3. JMU will pay the faculty member a salary, which is the equivalent of **\$47,000** per annum, payable in semi-monthly installments through the payroll system, and utilizing the direct deposit system, for the term of this agreement. If the term of the appointment is for an academic year, payment will be paid over 12 months, starting with the first full pay period after the start of the academic year. If the term of the appointment is for a fiscal year, payment will be paid over 12 months, starting with the first full pay period after the start of the contract.
- 3.4. JMU is hereby relieved of any liability if unable to meet the responsibilities of the agreement because of any cause beyond the control of JMU. Furthermore, in the event of such cause, JMU is not liable for any damages that the faculty member might suffer. Specifically, if funding for this position is no longer available, the contract will end and JMU will have no liability for any damages.
- 3.5. JMU will provide the normal employee benefits due to a full-time faculty member during the period of the agreement.
- 3.6. If for any reason the faculty member fails or ceases to perform the assignment for JMU as required herein, JMU will be relieved of any responsibility to make further payments under this agreement to the faculty member, upon notice sent by JMU to the faculty member of such failure to perform.

IV. OBLIGATIONS OF FACULTY MEMBER

- 4.1. The faculty member will be responsible for performing all assigned duties faithfully and to the best of his or her abilities.
- 4.2. The relationship between the faculty member and JMU is governed by the provisions of the James Madison University Faculty Handbook and any future modifications to it, the policies and procedures of the university, state and federal regulations and laws. By signing this agreement, the person named herein agrees to abide by these policies, procedures, regulations and laws, and any modifications thereto.
- 4.3. This agreement is conditioned on the ability of the faculty member to demonstrate to JMU his or her continued authorization to work in the United States, under the terms of the Immigration and Naturalization Laws of the United States.
- 4.4. If for any reason the faculty member's employment is terminated according to the provisions of article VI herein, JMU will be relieved of any responsibility to make further payments under this agreement to the faculty member other than those payments mandated in JMU policy.

V. RENEWAL

- 5.1. This agreement may be renewed for subsequent terms upon agreement of JMU and the faculty member. JMU will notify the faculty member if it decides not to renew the agreement according to the policies and procedures of JMU. In the initial year of the contract, this notice will occur on or before March 15 with the termination date being June 30 of that calendar year (three months notice). In the second year of the contract, this notice will occur on or before December 15, with the termination date being June 30 of the following calendar year (six months notice). After the second year of the contract, the notice will occur on or before June 30 of that year, with the termination date being June 30 of the following calendar year (one year notice) if the reason for nonrenewal is based on performance. However, if the reason for nonrenewal is based on a reason other than performance, the notice will occur on or before June 30 of that year, with the



termination date being June 30 of the second calendar year following the notice (two year notice). The renewal need not be in writing, except that any terms that are materially different from those included herein must be set out in writing and signed by both parties. The renewal term may be for any length agreed upon by the parties, but shall not exceed one year for any given renewal. Renewal shall be at the discretion of JMU, and no guarantee of renewal is given by the university to the faculty member.

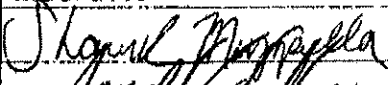
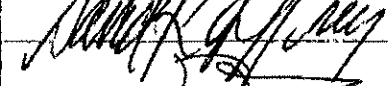
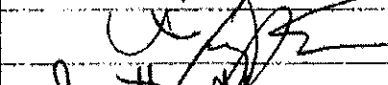

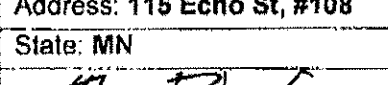
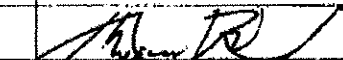
- 5.2. It is understood and agreed that the JMU will provide annual evaluations of the faculty member's performance.
- 5.3. Notification of nonrenewal of this agreement will result in its automatic termination on June 30, 2013. In the absence of notice, the agreement will automatically renew for one additional year.

VI. TERMINATION

- 6.1. JMU reserves the right to terminate this agreement before the ending date for any of the reasons specified in the policies and procedures of JMU, including but not limited to dismissal for failure to complete appropriate documentation, dismissal for misconduct, dismissal for unsatisfactory performance, termination for financial exigency, termination for program reduction, discontinuance or elimination, or termination for medical reasons that prevent the faculty member from fulfilling his or her responsibilities. Such termination may occur at any time upon written notice, delivered to the faculty member's address on file with the university, according to the policies and procedures of JMU. For positions funded from sources outside of JMU, termination will occur if such funding is unavailable.
- 6.2. The faculty member may resign from JMU at any time upon written notice, delivered to the university's designated representative listed below, according to the policies and procedures of JMU. Notice should be given at the earliest possible opportunity, and at least three months notice is expected.

VII. GENERAL PROVISIONS

- 7.1. This agreement shall be governed and interpreted under the laws of the Commonwealth of Virginia.
- 7.2. This agreement and any written modifications of it constitute the sole agreement of the parties; any previous written contracts, oral agreements or understandings in conflict with this agreement shall be void.
- 7.3. Any and all modifications of this agreement shall be in writing hereon or attached hereto and signed or initialed by all parties. Facsimile copies are acceptable.
- 7.4. The obligations to be performed under this agreement are performable in Harrisonburg, Virginia, unless otherwise specified herein.
- 7.5. This offer is conditioned on approval by the Board of Visitors of JMU. Failure of the Board to approve this contract will result in its immediate rescission, without recourse by the faculty member named herein.
- 7.6. If any provision in this contract is found to be unenforceable, the parties agree that it can be severed from the contract while the remaining provisions remain in force.
- 7.7. This Agreement is subject to the acts of the General Assembly of the Commonwealth of Virginia, the governor's consolidated salary authorization of faculty positions, executive orders of the governor, and the regulations adopted from time to time by the Board of Visitors of JMU.
- 7.8. All notices and communications between the parties must be directed to the following authorized agents of the parties at the addresses shown below, or the address placed on file with the university by the faculty member:

| JMU | | |
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| Name of Academic Unit Head/Supervisor: Sharon R. Mazzarella | Department: Communication Studies MSC: 2106 | James Madison University Harrisonburg, VA 22807 |
| Academic Unit Head/Supervisor Signature: |  | Date: 6/29/12 |
| Dean Signature: Dean, College of Arts & Letters |  | Date: 7/9/12 |
| Vice Provost Signature: |  | Date: 07.10.12 |
| Provost & VP for Academic Affairs Signature: |  | Date: 7/10/12 |
| President Signature: |  | Date: 7/10/12 |
| Faculty Member | | |
| Name: Alyssa Barrie Reid | Address: 115 Echo St, #108 | |
| City: Mankato | State: MN | Zip: 56001 |
| Faculty Member Signature: |  | Date: 08/01/12 |